

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

In re:)	MDL No. 1456
)	Civil Action No. 01-12257-PBS
PHARMACEUTICAL INDUSTRY)	Subcategory No. 06-11337
AVERAGE WHOLESALE PRICE)	
LITIGATION)	Hon. Patti B. Saris
)	
_____)	
)	
THIS DOCUMENT RELATES TO:)	
)	
<i>United States ex rel Ven-A-Care of the</i>)	
<i>Florida Keys, Inc. v. Schering Corporation,</i>)	
<i>Schering-Plough Corporation and</i>)	
<i>Warrick Pharmaceuticals Corporation</i>)	
Civil Action No. 09-CV-10547)	
 <i>United States ex rel Ven-A-Care of the</i>)	
<i>Florida Keys, Inc. v. Schering Corporation,</i>)	
<i>Schering-Plough Corporation and</i>)	
<i>Warrick Pharmaceuticals Corporation</i>)	
Civil Action No. 00-10698)	

**STIPULATION OF DISMISSAL WITH PREJUDICE OF SCHERING-PLOUGH
CORPORATION, SCHERING CORPORATION AND WARRICK
PHARMACEUTICALS CORPORATION**

The above-captioned matters are actions brought under the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, by Relator Ven-A-Care of the Florida Keys, Inc. (the “Relator” or “Ven-A-Care”) against Schering-Plough Corporation, Schering Corporation, and Warrick Pharmaceuticals Corporation.

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. § 3730(b)(1), and in accordance with the terms of the Settlement Agreement and Release among Ven-A-Care, California, and Florida, and Schering-Plough Corporation, Schering Corporation, and Warrick Pharmaceuticals Corporation (collectively, “Schering/Warrick”) (together with Ven-A-Care, California, and Florida, the

“Parties”), the Parties, through their undersigned counsel, hereby stipulate to the entry of an order dismissing with prejudice the above-captioned Civil Actions and all claims asserted or that could have been asserted by the Relator on behalf of the United States or on its own behalf in the above-captioned Civil Actions related to the Covered Conduct or the price reporting for reimbursement purposes for the Covered Drugs (as those terms are defined in the Parties’ Settlement Agreement and Release) (attached hereto as Exhibit A).

The Parties further stipulate that any claim the Relator or its counsel has to a Relator’s share or for expenses, attorneys’ fees, and costs shall be paid in accordance with the Plaintiffs’ arrangements with the court-appointed mediator.

Separately, in a Consent filed with this Court, pursuant to 31 U.S.C. § 3730(b)(1), the United States consents to: (i) the settlement between Relator Ven-A-Care of the Florida Keys, Inc., California, and Florida, and Schering-Plough Corporation, Schering Corporation, and Warrick Pharmaceuticals Corporation; (ii) the dismissal with prejudice of the above-captioned actions; and (iii) the entry of the proposed Order of Dismissal with Prejudice in the form attached hereto as Exhibit B.

WHEREFORE, to permit them to effectuate the terms of their comprehensive settlement, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. § 3730(b)(1), the Parties respectfully request that the Court enter an order in the form attached hereto as Exhibit B.

Respectfully submitted,

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Dated: December 7, 2009